

**TRAILER TRAIN
COMPANY**

300 SOUTH WACKER DRIVE • CHICAGO, ILLINOIS 60606
(312) 786-1200

9-311023

RECORDATION NO. 595618 Filed 1425

DEC 13 1979

DEC 13 1979 - 10 15 AM

Date DEC 13 1979
Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

December 12, 1979

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Will you please record, pursuant to 49 U.S.C. § 11303(a), by cross-reference of the Supplemental Agreement dated as of December 1, 1979 between the Bank of New York and Trailer Train Company, which is submitted for recordation. Five counterpart originals thereof are enclosed with this letter of transmittal, together with check in the amount of \$10.00.

The information required for such recordation by order of the Interstate Commerce Commission is as follows:

1116.4(b) - The names and addresses of the parties to the transaction:

Lessee: Trailer Train Company
300 South Wacker Drive
Chicago, Illinois 60606

Trustee: Bank of New York
90 Washington Street
New York, New York 10015

1116.4(c) - General description of the equipment:

Type	AAR Mechanical Designation	Units	Marked*	Numbered
89'4" all purpose flat- cars	FC	4	TTX	974852-974855

*Each unit will have marked on each side thereof the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION."

1116.4(b) - Prior recording by the Interstate Commerce Commission
of the Equipment Trust Agreement is as follows:

11/13/79: 11/13/79: 11/13/79
11/13/79: 11/13/79: 11/13/79

12/13/79

OFFICE OF THE SECRETARY

T.D. Marion
Trailer Train Company
500 South Wacker Drive
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/15/79 at 10:15am, and assigned recordation number(s) 5956-D

Sincerely yours,

Agatha L. Pargacovich
Secretary

Enclosure(s)

SE-30
(7/79)

SUPPLEMENTAL AGREEMENT dated as of December 1, 1979,
between THE BANK OF NEW YORK, a corporation duly
organized and existing under the laws of the State
of New York, as Trustee (hereinafter called the
"Trustee"), and TRAILER TRAIN COMPANY, a corporation
duly organized and existing under the laws of the
State of Delaware (hereinafter called the "Company").

RECORDATION NO. 5356-18 Filed 1425
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INTERSTATE COMMERCE COMMISSION

WHEREAS, the Trustee and the Company have entered into an
Equipment Trust Agreement dated as of February 15, 1971, which
was recorded with the Interstate Commerce Commission on February 22,
1971, pursuant to Section 20c of the Interstate Commerce Act,
providing for the financing of certain equipment as set forth
therein; and

WHEREAS, the Trustee and the Company have entered into
Supplemental Agreements dated as of January 19, 1975, October 25, 1977,
and December 1, 1977, whereby the Equipment Trust Agreement was amended
and supplemented (said Equipment Trust Agreement, as amended and
supplemented hereinafter called the "Trust Agreement") which were
recorded with the Interstate Commerce Commission on February 24, 1975,
December 2, 1977, and December 9, 1977, respectively, pursuant to
Section 20c of the Interstate Commerce Act; and

WHEREAS, in compliance with Section 5.08 of the Trust Agreement,
funds were deposited by the Company with the Trustee for the equipment
described in Schedule A attached hereto previously declared destroyed
by the Company (said destroyed equipment hereinafter called "Destroyed
Equipment"); and

WHEREAS, the Company desires to have the funds so deposited used
to purchase the equipment described in Schedule B attached

hereto (hereinafter called "Substituted Equipment") as provided in Section 5.06 of the Trust Agreement;

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement.

The Substituted Equipment is hereby subject to the terms and conditions of the Trust Agreement in compliance with Section 5.03 thereof.


Except as herein Supplemented, the Trust Agreement remains in full force and effect.

The Company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303(a).

This Supplemental Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

ATTEST:


Assistant Secretary


BANK OF NEW YORK

BY


Assistant Vice President

TRAILER TRAIN COMPANY

ATTEST:

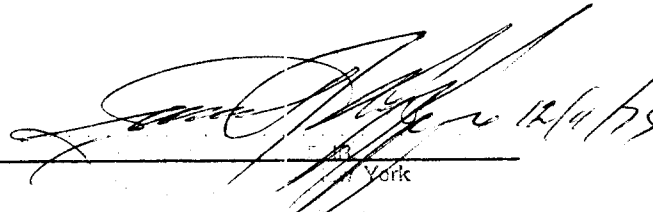

Assistant Secretary

BY


Treasurer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On this 11 th day of December, 1979, before me personally
appeared A. W. Astorian to me personally known, who,
being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT
of Bank of New York, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors and he acknowledged that the
execution of the foregoing instrument was the free act and deed of
said corporation.



A. W. Astorian
County of New York
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 7 th day of December, 1979 before me personally appeared R. E. Zimmerman, to be personally known, who being by me duly sworn, says that he is Treasurer of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Arlene Krause
Notary Public

My Commission Expires: October 12, 1982

SCHEDULE A
THE BANK OF NEW YORK
DESTROYED EQUIPMENT

<u>Car Type</u>	<u>Car Number</u>	<u>Car Value</u>
89'4" flatcar	970709	\$ 19,757.63
89'4" "	976103	20,924.21
89'4" "	810385	21,139.82
89'4" "	970661	23,775.21
89'4" "	970686	24,424.21
89'4" "	963797	10,343.85 (Partial '77)
89'4" "	963706	19,747.02
89'4" "	963608	19,329.27
89'4" "	940531	18,808.10 (Partial)
		<u>\$ 178,249.32</u>

SCHEDULE B
THE BANK OF NEW YORK
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (Incl.)</u>	<u>Unit Cost</u>	<u>Total Cost</u>
ACF Industries, <u>Inc.</u>				
89'4" 70-ton capacity hydraulic draft gear, flush deck all-purpose flatcars	4	974852-974855	\$44,562.33	\$178,249.32